

DEC 22 2005

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For The Northern Mariana Islands  
By \_\_\_\_\_  
(Deputy Clerk)

*Attorney for Plaintiff*

IN THE DISTRICT COURT  
FOR THE  
NORTHERN MARIANA ISLANDS

**YU SUK CHUNG,**

**Plaintiff,**

**vs.**

**WOLRD CORPORATION  
A CNMI Corporation.**

**Defendant.**

Civil Action No. 04-00001

**DECLARATION OF COLIN M.  
THOMPSON IN SUPPORT OF  
MOTION TO AMEND JUDGMENT  
PURSUANT TO RULE 59**

**Date : FEB 16 2006  
January 19, 2005  
Time : 9:00 a.m. 8:30 A.M.  
Judge : Hon. Alex R. Munson**


I, Colin M. Thompson, do declare that:

1. I am the attorney of record for Plaintiff, Yu Suk Chung in this case. I make this declaration based on my personal knowledge and I am competent to testify as to the matters set forth.

2. Attached to this declaration as Exhibit "A" is the true and correct copy of Maria H. Aguon's Declaration.

I declare by penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge.

Dated this 22<sup>nd</sup> day of December, 2005.

  
COLIN M. THOMPSON, ESQ  
Attorney for Plaintiff

I, MARIA H. AGUON, hereby state and declare the following:

1. I am over the age of 18 and a resident of Tinian, CNMI.
2. I am competent to testify and if called to testify would state the following which is the subject of this declaration.
3. I was a member of the jury in the case of *Chung v. World Corporation*, Civil Action 04-001 in U.S. District Court.
4. I have personal knowledge of the jury deliberations leading to the verdict in favor of Plaintiff Yu Suk Chung for breach of contract in the amount of \$136,665 including how the jury arrived at the figure of award.
5. In our deliberations, we the jury unanimously decided to award Plaintiff Yu Suk Chung for his claim of breach of a two year contract at a salary of \$80,000 per year for a total of \$160,000 for two years' wages.
6. We the jury also included as part of the damages calculation the \$10,000 relocation bonus for Plaintiff Yu Suk Chung for relocating from Korea to Saipan under the contract as agreed.
7. However, we the jury reduced the breach of contract award based on the salary that was paid to Plaintiff Yu Suk Chung for five months from April through August, 2002 in the amount of \$33,335.
8. After deducting the salary paid, we arrived at the above figure of \$136,665 and our Jury Foreperson wrote the figure on the verdict award and signed his name. Of this amount, \$126,665 is the amount of the wages for Mr. Chung due to him under the contract. The \$10,000 is the relocation bonus.
9. After our decision on the breach of contract, we tried to reach a verdict on the Fraud claim. Seven jurors favored a finding of liability for Fraud but one juror did not agree thus ending up in a hung jury.
10. I make this declaration on the request by counsels for Plaintiff Yu Suk Chung to explain how the jury arrived at its damages calculation for the breach of contract claim.

I declare the foregoing statements to be true and accurate under penalty this 22  
day of December, 2005 on Tinian, CNMI.

  
MARIA H. AGUON

Exh. "A"